

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN**

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CHRIS L. WANTY, STAR E. TIEME,  
KAREN A. FORSYTHE, RAFIK FAHIM IMSEITEF,  
and SALAM IMSEITEF,

Plaintiffs,

v.

Case No. 05-C-350

MESSERLI & KRAMER, P.A.,

Defendant.

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**FINAL ORDER ON CLASS ACTION SETTLEMENT**

**IT IS HEREBY ORDERED**

1. On February 12, 2008, the Court approved the Preliminary Settlement Agreement reached between Plaintiffs and Defendant, Messerli & Kramer, P.A. ("Defendant"). The Court approved a form of notice for mailing to the class. The Court is informed that actual notice was sent by first class mail to approximately 1,510 class members. A total of 371 envelopes were returned by the United States Postal Service, 45 of which were returned with forwarding addresses and re-mailed. Eight class members requested exclusion and no objections were filed or received. A total of 191 class members timely returned the proof of claim form and are, therefore, entitled to a pro rata share of the monetary benefits of the settlement.

2. On June 5, 2008, the Court held a fairness hearing to which class members, including any with objections, were invited.

3. The Court finds that provisions for notice to the class satisfy the requirements of Federal Rules of Civil Procedure 23 and due process.

4. The Court finds the settlement is fair and reasonable and hereby approves the Class Settlement Agreement submitted by the parties, including the Release and a payment of settlement funds as follows:

- i. Chris L. Wanty, Star E. Tieme, Karen A. Forsythe, Rafik Fahim Imseitef, and Salam Imseitef will each receive \$850.00 in settlement of their individual claims. These funds shall be paid by check within thirty (30) days of the Effective Date, as that term is defined in the Settlement Agreement.
- ii. Class members who timely returned a claim form postmarked by April 17, 2008, shall be paid their pro rata share of \$5,000.00 by check, void one hundred and twenty (120) days after issuance. These funds shall be paid by check within thirty (30) days of the Effective Date, as that term is defined in the Settlement Agreement.
- iii. Based on their petition, Class Counsel shall receive \$59,800.33 as reasonable attorneys' fees and costs and expenses of this lawsuit. Class Counsel will not request additional fees or costs from Defendant or the Class Members other than the court awarded fees and costs. If no appeal is taken from this Order, these attorneys' fees and costs awarded by the Court shall be paid by check within fourteen (14) days of the expiration of the time for such appeal. In the event of an appeal from this Order, these reasonable attorneys' fees and costs shall be paid to Class Counsel within thirty (30) days after the issuance of a final appellate decision.
- iv. The total amount of any funds remaining that result from uncashed checks sent to class members will be contributed to Milwaukee Legal Aid Society as a *cy pres* award.

5. The Class Representatives and the Class grant Defendant the following releases:

- (a) Class Representatives and the Class hereby remise, release and forever discharge Messerli & Kramer, P.A., as well as the predecessors and successors in interests and present and former affiliates, subsidiaries, insurers, officers, directors, agents, employees, members, shareholders, general partners, limited partners, beneficiaries, representatives, heirs, attorneys, assigns, or entities for which the Defendant performs portfolio servicing activities (including without limitation, any investors, trusts or similar entities) (collectively "Releasees") from any cause of action, suits, claims or demands whatsoever, in law or in equity, known or unknown at this time, which

the Class Representatives and the class have or ever had against the Releasees, or any of them, under any legal theory, whether or not alleged arising out of the allegations in or subject matter of the Amended Complaint.

- (b) Each class member not opting out releases and discharges the Releasees of and from all causes of actions, suits, claims and demands, relating to the collection letters attached as Exhibits to the Amended Complaint.

6. The Court finds the Settlement Agreement fair and made in good faith.

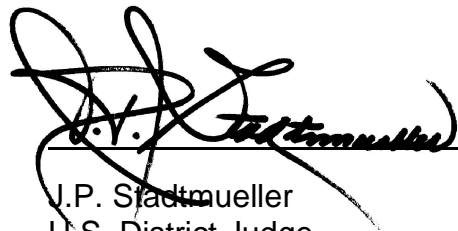
7. The Court dismisses the claims of Class Representatives and the Class as set forth in the Class Settlement Agreement against Defendant and the Releasees with prejudice and with costs pursuant to the provisions set forth in paragraph 8 below.

8. The Court awards attorneys' fees and costs of \$59,800.33 to Ademi & O'Reilly, LLP. Class Counsel is not entitled to payment of any additional fees and costs other than the Court awarded fees and costs.

9. The Court retains jurisdiction over the interpretation, enforcement and implementation of the Settlement Agreement and of this Order.

Dated at Milwaukee, Wisconsin, this 5th day of June, 2008.

BY THE COURT:



J.P. Stadtmueller  
U.S. District Judge